

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:) Bankruptcy Case No. 22-22293-CMB
Gabriel Fontana)
d/b/a Fontana Consulting,) Chapter 7
Debtor,)
) Related Document No. 192-191
Amos Financial LLC,)
Movant,) Hearing Date: 06/26/25 @ 3:00 p.m.
v.)
Gabriel S. Fontana) Responses Due: 06/18/25
d/b/a Fontana Consulting and)
Rosemary C. Crawford, Trustee,)
Respondents.) Document No.

**RESPONSE TO MOTION OF AMOS FINANCIAL LLC FOR RELIEF FROM THE
AUTOMATIC STAY WITH RESPECT TO PROPERTY LOCATED AT 388 RODGER
LEE RD, POLK, PA 16342 OF SECTION 362 OF THE BANKRUPTCY CODE
PROCEDURE RULE 4001**

AND NOW comes the Debtor, Gabriel Fontana d/b/a Fontana Consulting, by and through his counsel of record, Calaiaro Valencik, and files this Response to the Motion of Amos Financial LLC for Relief from Stay with respect to Property Located at 388 Rodger Lee Rd., Polk, PA 16342 of Section 362 of the Bankruptcy Code procedure Rule 4001:

1. Admitted. Amos Financial recently became the successor to the lender, First National Bank.
2. Denied. The property is owned by Steel City Demolition, LLC, as evidenced by the Movant's Exhibit "B".
3. The Debtor signed the Heloc Lock Option as a guarantor. The mortgagee is Steel City Demolition, LLC.
4. Admitted. The Movant has become the assignee of First National Bank.
5. Admitted.

6. Gabe Fontana Filed an individual chapter 11 on November 18, 2022. The stay was in effect as to Gabe Fontana.

7. Denied. The Mortgage is current. There was no payments missed by Steel City Demolition, LLC until Amos declined to accept payments because they believed they were affected by Mr. Fontana's individual bankruptcy. After the filing of this motion, counsel contacted the Movant's attorney and disputed the Default claiming that it was the Movant's misunderstanding which caused payments to be refused. Any missing payments were tendered and accepted by Amos. The allegation of a default is a legal conclusion which is denied. To the extent there was any default, the lender has accepted payments and waived any default.

8. Denied. The Movant may not institute any foreclosure because the mortgage is current.

9. Admitted.

10. Denied. All missing payments, caused by the Movant's refusal, have been paid and accepted by the Movant.

11. Denied. The lender declined to accept the payments which were regularly made in January. Once the lender understood that the borrower was not in this bankruptcy case; and agreed to accept the payments, Steel City Demolition, LLC made payment in the amount of \$14,014.20 by e-check on or about June 6, 2025. The e-check cleared the bank account on June 9, 2025. Attached as **Exhibit "A"** is a copy of the documents which show payment of that amount.

12. Admitted.

13. The Debtor has an ownership interest in Steel City Demolition, LLC. The Trustee has declined to administer this case as an asset case.

14. Denied. There is no cause to grant them any relief. The Alleged default was caused by the Movant. There is not a default at this time. The only issue is whether the Debtor should be compelled to pay Movant's legal fees for a Motion which was filed because of their actions.

15. Movant has never been restricted from communicating with Debtor's counsel during this case.

16. Admitted.

17. Denied. The Movant has been adequately protected by the regular payments and the equity cushion in this property.

18. Denied. This is a chapter 7 case and there is no reorganization at issue. The Debtor has claimed his membership interest as exempt and the chapter 7 Trustee has declined to administer the membership interest in Steel City Demolition, LLC.

19. Denied. There is no factual basis or legal basis to grant the Movant the requested relief.

WHEREFORE, the Debtor respectfully requests that this Honorable Court deny the Motion and deny the Movant any legal fees for bringing this motion and assess costs against the Movant.

Respectfully submitted,

DATED: June 19, 2025

CALAIARO VALENCIK

BY: /s/ Donald R. Calaiaro

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